**Framework Agreement**

This Framework Agreement is between **CENTRALIZED SUPPLY CHAIN ONTARIO** (doing business as **SUPPLY ONTARIO**) and the Vendor identified below for the following Buyers (denoted by a check mark):

OPS Entities (see Schedule “A” – “OPS Entity” definition)

Non-OPS Entities (see Schedule “A” – “Non-OPS Entity” definition)

**Framework Agreement Details**

| **Item**  **No.** | **Description** | **Section Heading**  **Reference** | **Details** |
| --- | --- | --- | --- |
|  | Vendor of Record Arrangement | - | Tender # 20123 - Artificial Intelligence (AI) Scribe Solution |
|  | Vendor’s Name | - | [Vendor’s full legal Name – to be filled in on completion] |
|  | RFB | - | RFB Tender #20123 issued on [insert issuance date] |
|  | Framework Agreement Effective Date | Framework Agreement Term | [dd/mm/yy] |
|  | Framework Agreement Expiry Date and Extension Period | Framework Agreement Term and Extension of Framework Agreement | Framework Agreement Expiry Date: [dd/mm/yy], unless extended.  Extension Period: A period of up to 12 months commencing upon the Framework Agreement Expiry Date. |
|  | Supply Ontario Address | Notices by Prescribed Means | 200 Front St W Suite 800, Toronto, ON M5V 3K2 |
|  | Supply Ontario Representative  Supply Ontario Representative (alternative) | Notices by Prescribed Means | Moon Jeong  Procurement Consultant  (437) 226-3406  Moon.jeong@supplyontario.ca  Mark Randmaa  Manager, IT & Telecom Category Unit  (647) 409-6246  Mark.randmaa@supplyontario.ca |
|  | Vendor Address | Notices by Prescribed Means | insert address] |
|  | Vendor Representative  Vendor Representative (alternative) | Notices by Prescribed Means | [name]  [position]  [phone number]  [email]  [name]  [position]  [phone number]  [email] |
|  | Vendor’s Insurance | Vendor’s Insurance | Commercial general liability insurance: $2,000,000, which shall include the following endorsements  i. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Vendor’s obligations under, or otherwise in connection with, the Framework Agreement or any Purchasing Document, as the context requires;  ii. contractual liability coverage;  iii. cross-liability clause;  iv. employer’s liability coverage (or compliance with the section entitled “Proof of W.S.I.A. Coverage” is required);  v. 30-day written notice of cancellation, termination or material change;  vi. tenant’s legal liability coverage (if applicable and with applicable sub-limits); and,  vii. non-owned automobile coverage with blanket contractual coverage for hired automobiles.  Errors & omissions liability insurance: $2,000,000  Cyber liability insurance: $2,000,000 |
|  | Rectification Notice Period | Dispute Resolution by Rectification Notice | 15 business days |
|  | Termination on Notice | Termination on Notice | 30 calendar days |
|  | Business Continuity Plan | Business Continuity | The Vendor is required to comply with the article entitled “Business Continuity”. |

The Parties have executed the Framework Agreement and agree to be bound by the terms and conditions set out in the Framework Agreement.

|  |  |
| --- | --- |
| **CENTRALIZED SUPPLY CHAIN MANAGEMENT** operating as **SUPPLY ONTARIO**  Signature:  Name:  Title:  Date of Signature: | **[Vendor’s Full Legal Name]**  Signature:  Name:  Title:  Date of Signature:  I have authority to bind the Vendor. |

**TERMS AND CONDITIONS**

# - Definitions

# Definitions

The capitalized terms used in the Framework Agreement shall have the meaning ascribed to those capitalized terms in Schedule “A” (Definitions).

# – Schedules and Order of Precedents

##### Schedules

The following form part of the Framework Agreement:

Schedule “A” - Definitions

Schedule “B” - Deliverables

Schedule “C” - Rates

Schedule “D” - OPS Entity Terms

Schedule “E” - Non-OPS Entity Terms

Schedule “F’ - Form of Amending Agreement (Non-OPS Entity)

Schedule “G” - Form of Purchasing Document (OPS Entity)

Schedule “H” - Form of Purchasing Document (Non-OPS Entity)

Schedule “I” - Mandatory Provisions Schedule

##### Interpretive Value of Framework Agreement Documents

In the event of a conflict or inconsistency in any provisions in the Framework Agreement: (a) Schedule “I” (Mandatory Provisions Schedule) shall govern over the main body of the Framework Agreement; (b) the main body of the Framework Agreement shall govern over the Schedules to the Framework Agreement (other than Schedule “I”); (c) the Framework Agreement (including its Schedules) shall govern over the RFB and the Bid; and (d) the RFB shall govern over the Bid.

# - Selection of Vendor for Vendor of Record Arrangement

##### Selection

Supply Ontario hereby selects the Vendor to be a non-exclusive supplier of Deliverables to Buyers under the Vendor of Record Arrangement. During the Framework Agreement Term and subject to the terms of the Framework Agreement, the Vendor shall sell Deliverables to Buyers that seek to purchase such Deliverables from the Vendor.

##### Work Volumes; Non-Exclusivity

Supply Ontario makes no representation, warranty, guarantee or other agreement regarding the volume of Deliverables, if any, to be acquired by Buyers under the Vendor of Record Arrangement. The Vendor acknowledges that it enters into the Framework Agreement on a non-exclusive basis. Supply Ontario reserves the right to contract with other parties to provide the same or similar Deliverables as those provided by the Vendor to Buyers, regardless of whether the party was selected within or outside a process initiated by a request for bids and reserves the right to obtain the same or similar Deliverables internally or to provide the same or similar Deliverables to Buyers.

##### Vendor Not a Partner, Agent or Employee

The Vendor shall have no power or authority to bind Supply Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Supply Ontario. The Vendor shall not hold itself out as an agent, partner or employee of Supply Ontario. Nothing in the Framework Agreement shall have the effect of creating an employment, dependent contractor, partnership or agency relationship with the Vendor (or any of the Vendor's Personnel).

##### No Subcontracting or Assignment

The Vendor shall not subcontract or assign the whole or any part of the Framework Agreement without the prior written consent of Supply Ontario. Such consent shall be in the sole discretion of Supply Ontario and subject to the terms and conditions that may be imposed by Supply Ontario.

##### Responsibility of Vendor

The Vendor agrees that it is liable for its acts and those of the Vendor's Personnel. This section is in addition to any and all of the Vendor’s liabilities under the Framework Agreement and under the general application of law. The Vendor shall advise these individuals and entities of their obligations under the Framework Agreement and shall ensure their compliance with the applicable terms of the Framework Agreement. This section shall survive the termination or expiry of the Purchasing Document.

##### Duty to Disclose Change of Control

In the event that the Vendor undergoes a change in control, the Vendor shall immediately disclose such change in control to Supply Ontario and shall comply with any terms and conditions subsequently prescribed by Supply Ontario resulting from the disclosure, which may include notifying Buyers.

##### Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to Supply Ontario without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations under the Framework Agreement; and (c) comply with any requirements prescribed by Supply Ontario to resolve any Conflict of Interest under the Framework Agreement. Supply Ontario may immediately terminate the Framework Agreement, upon giving notice to the Vendor where: (i) the Vendor fails to disclose an actual or potential Conflict of Interest; (ii) the Vendor fails to comply with any requirements prescribed to resolve a Conflict of Interest; or (iii) the Vendor’s Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Framework Agreement.

##### Security Clearance

The Vendor shall, upon request from Supply Ontario, require those officers and directors of the Vendor to submit to security checks and the Vendor may be required to obtain and pay for security clearance. Where such security checks are required, Supply Ontario will provide information on how the Vendor can obtain them.

The Vendor shall provide to Supply Ontario, upon request, the names, addresses, dates of birth and consents of its Persons for whom security checks are required. The Vendor shall designate a chief security officer as the contact for this purpose.

Security clearance may be suspended or revoked if any Person fails to obtain or maintain security clearance or security standards required pursuant to the Framework Agreement. The Vendor shall notify Supply Ontario of any personnel changes, behaviours, or circumstances for which security clearance may require reconsideration.

Security clearance is not awarded in perpetuity. Supply Ontario may perform, or re-perform, security checks against any Person requiring security clearance at any time, and will notify the Vendor of this requirement.

Supply Ontario may immediately terminate the Framework Agreement or suspend the Vendor if the Vendor fails to comply with the requirements of this section or if any security clearance results received by Supply Ontario are found, in the sole discretion of Supply Ontario, to be incompatible with the proper and impartial provision of the Deliverables.

The Vendor acknowledges that Buyers may have their own security clearance requirements, which may be for Persons performing work under a Purchasing Document, that are in addition to the security clearances required by Supply Ontario.

##### Vendor Obligations Not Limited to Framework Agreement

The express rights and remedies of Supply Ontario and obligations of the Vendor set out in the Framework Agreement are in addition to and shall not limit any other rights and remedies available to Supply Ontario or any other obligations of the Vendor at law or in equity.

# - Role of Supply Ontario

##### Supply Ontario as Administrator

Supply Ontario’s role is to administer the Vendor of Record Arrangement, including the Performance Management Process.

The Vendor acknowledges and agrees that:

1. where there are multiple qualified vendors on the Vendor of Record Arrangement, each Buyer is solely responsible for selecting the vendor or vendors from the Vendor of Record Arrangement from whom the Buyer will acquire Deliverables, and Supply Ontario is not responsible or liable to the Vendor or any third party for the selection or non-selection of the Vendor or any other vendor under the Vendor of Record Arrangement to supply Deliverables to any Buyer;
2. Supply Ontario is not a party to (except to the extent Supply Ontario is the Buyer under the applicable Purchasing Document), or a guarantor of any obligations or liability of any party under, any Purchasing Document;
3. the Vendor is solely responsible for its own contract administration with each Buyer and shall not direct any issues that may arise with any Buyer to Supply Ontario but Supply Ontario may, at its sole discretion, make inquiries on behalf of a Buyer in respect of any Purchasing Document between the Vendor and the Buyer; and
4. the Vendor will not seek any recourse or bring any Proceeding against Supply Ontario relating to any obligation under a Purchasing Document.

This section shall survive the termination or expiry of the Framework Agreement.

##### Assignment of Framework Agreement by Supply Ontario

Supply Ontario may, upon prior written notice to the Vendor, assign all or any part of the Framework Agreement without the consent of the Vendor, to

* 1. Ontario;
  2. any advisory, adjudicative, regulatory (including those with governing boards) operational services or operational enterprise agency of the Province of Ontario; or
  3. any other Person where such assignment is necessitated by outsourcing, privatizing, partnering, or is in conjunction with the transfer of all or part of Supply Ontario’s business and operations relating to supply chain management or similar activity.

Upon notification of Supply Ontario, and for such reasonable period requested by Supply Ontario prior to the effective date of the assignment of the Framework Agreement, the Vendor shall cooperate with Supply Ontario and take such measures that are reasonably necessary to facilitate an orderly assignment of the Framework Agreement. The Vendor shall ensure that transition occurs in such a manner that assignment of the Framework Agreement will not prejudice or disrupt the operations of Supply Ontario or the assignee, and in particular, will not result in any disruption to provision of Deliverables.

# - Ordering Process and Purchasing Documents

##### Second Stage Selection

Where there are multiple qualified vendors to supply a particular Deliverable on the Vendor of Record Arrangement, a second stage selection process may be required for a Buyer to select a vendor from the Vendor of Record Arrangement with whom the Buyer can enter into a Purchasing Document.

The following shall apply to a second stage selection process:

1. Any Buyer may issue a written request to vendors on the Vendor of Record Arrangement setting out a brief description of the Deliverables required, the timeframes, and any other requirements.
2. If the Buyer issues a request to the Vendor and the Vendor wishes to respond, the Vendor shall prepare, at no cost to the Buyer, a written submission delivered to the Buyer that provides the information as well as meeting the requirements set out in the request. If the Vendor receives a request but does not intend to submit a submission, it shall notify the Buyer that the Vendor will not submit a submission.
3. The second stage selection process will be a non-legally binding selection process. The Buyer shall have the right in its absolute discretion not to consider all or any part of the Vendor’s submission for any reason, including: (i) if the same individual is proposed by the Vendor and any other vendor; (ii) if an individual is proposed by the Vendor that the Buyer determines is not suitable based on information provided by references, based on past performance on previous contracts or previous employment, or based on security checks; or (iii) if any information provided by the Vendor is materially inaccurate or the Vendor makes a material misrepresentation or omission; and this right is in addition to any other express rights or any other rights which may be implied in the circumstances.

Despite (a) and (b) above and without limiting the generality of (c)above, the Buyer shall have the right, at its absolute discretion:

1. to seek subsequent information or initiate direct negotiations for the procurement of Deliverables with any vendor regardless of whether such vendor responded to the request; and
2. to elect not to procure the Deliverables that are the subject of the request.

Neither Supply Ontario nor any Buyer shall be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by the Vendor or any third party resulting from exercising any of its express or implied rights under this Section.

##### Term of Purchasing Document

Any Buyer may enter into a Purchasing Document with the Vendor prior to the Framework Agreement Expiry Date to acquire Deliverables from the Vendor. For certainty, a Purchasing Document Expiry Date can be a date that is up to thirty-six (36) months past the end of the Framework Agreement Expiry Date. Despite anything to the contrary in any Purchasing Document, a Purchasing Document Expiry Date shall be deemed to be the earlier of: (a) the Purchasing Document Expiry Date set out in the Purchasing Document; and (b) the date that is thirty-six (36) months after the Framework Agreement Expiry Date. This section shall survive the termination or expiry of the Framework Agreement.

##### Purchasing Document (OPS Entity)

Each Purchasing Document entered into by a Buyer that is an OPS Entity shall:

1. incorporate by reference the terms and conditions of Schedule “D” (OPS Entity Terms) of the Framework Agreement; and
2. constitute a separate contract from the Framework Agreement and any other Purchasing Document.

Nothing in any Purchasing Document between the Vendor and any Buyer that is an OPS Entity (except to the extent Supply Ontario is the Buyer under the applicable Purchasing Document) shall have the effect of imposing or resulting in the imposition of any costs, obligations, liabilities or covenants on Supply Ontario.

##### Purchasing Document (Non-OPS Entity)

Each Purchasing Document entered into by a Buyer that is a Non-OPS Entity shall incorporate by reference the terms and conditions of Schedule “E” (Non-OPS Entity Terms) of the Framework Agreement, except as amended by the Vendor and a Buyer as documented in an Amending Agreement (Non-OPS Entity). For certainty, no change set out in an Amending Agreement (Non-OPS Entity) shall purport to, and cannot, amend the terms and conditions of the Framework Agreement between Supply Ontario and the Vendor.

Each Purchasing Document constitutes a separate contract from the Framework Agreement and any other Purchasing Document.

Nothing in any Purchasing Document between the Vendor and any Buyer that is a Non-OPS Entity shall have the effect of imposing or resulting in the imposition of any costs, obligations, liabilities or covenants on Supply Ontario.

##### Rates

The Vendor may charge Buyers the Rate(s) set out in a Purchasing Document, but each Rate cannot be more than the amount set out or calculated, as the case may be, in accordance with Schedule “C” (Rates) for the applicable Deliverable.  
  
In the event a Purchasing Document extends beyond the Framework Agreement Expiry Date and Schedule “C” (Rates) does not specify the Rate for the period beyond the Framework Agreement Expiry Date, the Rate for such period shall not increase more than three percent (3%) per annum.

##### Document Retention and Audit

During and for seven (7) years after the Framework Agreement Expiry Date, the Vendor shall maintain all necessary records to substantiate that the Vendor has complied with the requirements of the Framework Agreement and with Requirements of Law. During the Term, and for seven (7) years after the Framework Agreement Expiry Date, the Vendor shall permit and assist Supply Ontario in conducting audits of the operations of the Vendor to verify the above. Supply Ontario shall provide the Vendor with at least ten (10) Business Days prior notice of its requirement for such audit. The Vendor’s obligations under this section shall survive any termination or expiry of the Framework Agreement.

# – Procurement Information

##### Supply Ontario Right to Procurement Information

If and when requested by Supply Ontario and as required under Schedule “B” (Deliverables), the Vendor shall provide to Supply Ontario the reports detailed in Schedule “B” (Deliverables), as well as any procurement-related information relating to the Vendor of Record Arrangement, including:

1. the amount paid by a particular Buyer or a group of Buyers under one or more Purchasing Documents;
2. the number of Purchasing Documents entered into by a particular Buyer or a group of Buyers; and
3. unredacted copies of Purchasing Documents.

For certainty, the Vendor shall not withhold the procurement information requested under this section on the basis that the information is confidential to the Vendor or a Buyer and/or Authorized User. Such procurement information can be used by Supply Ontario in accordance with its legislative powers and duties. This section shall survive the termination or expiry of the Framework Agreement.

##### Open Data

It is Supply Ontario’s intention, in accordance with Ontario’s [Digital and Data Directive](https://www.ontario.ca/page/ontarios-digital-and-data-directive-2021) and as part of its commitment to open data, to publish and allow the public to use:

* 1. procurement-related information; and
  2. data created or collected as an output of a contract,

except where Supply Ontario chooses not to publish the data in accordance with Ontario’s Digital and Data Directive, such as for privacy, confidentiality, security, legal or commercially-sensitive reasons. This section shall survive the termination or expiry of the Framework Agreement.

##### Sharing Framework Agreement

The Vendor agrees that the Framework Agreement, including the Vendor’s Bid, may be disclosed by Supply Ontario: (a) to any Buyer or proposed Buyer; and (b) to any third party under any Privacy Statutes, subject to the process set out in the Privacy Statutes. This section shall survive the termination or expiry of the Framework Agreement.

# - Vendor Representative; Vendor Performance Management, Suspension and Business Continuity

##### Vendor Representative

1. The Vendor Representative shall administer the Framework Agreement on behalf of the Vendor and shall be responsible for day to day contact with Supply Ontario in fulfilling the Vendor’s obligations. The duties of the Vendor Representative shall include, without limitation:
   1. resolution of any and all issues arising under the Framework Agreement, including any issues with Procurement Documents brought to its attention by Supply Ontario;
   2. participation in meetings with the Supply Ontario Representative;
   3. Service Level Agreements management; and
   4. Buyer relationship management.
2. The Vendor Representative must have authority to fully represent the Vendor throughout the duration of the Framework Agreement and shall be available for day to day contact with Supply Ontario.
3. Upon request by the Supply Ontario Representative, the Vendor Representative shall meet with the Supply Ontario Representative and any Buyers, if determined to be appropriate by Supply Ontario, to discuss any issues of concern. Matters for discussion may include, without limitation, administrative issues, issues relating to Deliverables and Vendor performance issues. The manner and time of meetings will be established by Supply Ontario, in consultation with the Vendor. In addition to the Vendor Representative, the Vendor shall ensure that the appropriate Personnel of the Vendor attend the meetings.
4. The Vendor shall use all reasonable endeavours to ensure continuity of the Vendor Representative. In the event, the Vendor intends to replace the Vendor Representative, the Vendor shall promptly notify Supply Ontario of the intended change and provide Supply Ontario with the contact information for the replacement individual.
5. Notwithstanding subsection (d) above, at any time during the Framework Agreement Term should Supply Ontario have any issues or concerns with the appointed Vendor Representative, at Supply Ontario’s request the Vendor shall immediately appoint a substitute Vendor Representative, to the satisfaction of Supply Ontario. Supply Ontario shall not be required to provide any reasons to the Vendor for the required substitution.

##### Performance Management Process

The Vendor agrees to participate in, and comply with the terms of, the Performance Management Process. The Vendor acknowledges that the Performance Management Process may be changed from time to time at Supply Ontario’s discretion. Without limiting the foregoing, the Vendor acknowledges and agrees:

1. to adhere to any guidelines and processes issued in respect of the Performance Management Process;
2. to respond to requests from Supply Ontario for information or feedback arising out of or about the Performance Management Process (including responding to Vendor Evaluation Information), within the time frame specified in the request (or in the absence of a time frame, within a reasonable period of time);
3. to meet with Supply Ontario, whether remotely or in person, at no charge to Supply Ontario, to discuss performance and other evaluations (including Vendor Evaluation Information) or any other issues arising out of or about the Performance Management Process;
4. that performance ratings, performance feedback and other information about the Vendor and its Personnel and/or the Deliverables gathered or obtained through the Performance Management Process (including Vendor Evaluation Information) may be made available to Buyers;
5. in addition to and without limiting any provision, statutory or otherwise, that protects employees or other personnel of Supply Ontario or any Buyer from Proceeedings, the Vendor agrees that no Proceedings may be brought against any Personnel of Supply Ontario or of any Buyer for any acts done in good faith in connection with the Performance Management Process (including any evaluation of the Vendor by any such Personnel) or for any alleged neglect or default in the execution in good faith of such Personnel's duty as it relates to the Performance Management Process;
6. that performance ratings and performance and other evaluations prepared or obtained through the Performance Management Process (including Vendor Evaluation Information) may be used by Supply Ontario or Buyers under the Vendor of Record Arrangement or any other vendor of record arrangement, as well as in other procurements, whether or not related to the Vendor of Record Arrangement; and
7. failure to comply with the Performance Management Process, poor performance ratings, negative feedback or negative information about the Vendor or its Personnel and/or the Deliverables gathered or obtained through the Performance Management Process may result in suspension from the Vendor of Record Arrangement or termination of the Framework Agreement.

Subsections (d), (e) and (f) above shall survive the termination or expiry of the Framework Agreement.

##### Suspension

Supply Ontario, at its discretion, acting reasonably, may temporarily remove the Vendor immediately from the list of qualified vendors on the Vendor of Record Arrangement, including upon (a) the occurrence of any event that may also give rise to termination under Article 16 (Term, Extension and Termination); or (b) the Vendor is subject to suspension under the Vender Performance Management process.

If the Vendor is suspended under this section, the Vendor is ineligible to enter into any new Purchasing Documents with Buyers, but existing Purchasing Documents may continue at the applicable Buyer’s discretion. The Vendor’s reinstatement as a qualified vendor under the Vendor of Record Arrangement shall be at the discretion of Supply Ontario, acting reasonably.

##### Business Continuity

The Vendor shall have a Business Continuity Plan in place as of execution of the Framework Agreement and shall periodically update it to the reasonable satisfaction of Supply Ontario to ensure the Vendor's own continuity of operations and ability to provide the Deliverables, including during an event of force majeure or other emergency, disaster or disruption. Upon a request from Supply Ontario, the Vendor shall provide a copy of the Vendor's Business Continuity Plan to Supply Ontario for Supply Ontario’s review. Supply Ontario may share the Vendor’s business continuity plan with Buyers.

The Business Continuity Plan shall, at a minimum:

(a) specifically address, among other things, the absence or reduction of staff, facilities and information technology and how these will be managed so as to ensure the supply chain is not disrupted in a manner that will prevent or impair the provision of the Deliverables;

(b) include a methodology by which the Business Continuity Plan will be continuously monitored and updated by during the Framework Agreement Term; and

(c) include a disaster recovery plan which shall include procedures for data restoration, system reconfiguration, and continuity of service.

Supply Ontario may request that the Vendor provide evidence of successful testing of the Business Continuity Plan.

# - Accessibility Requirements

# Accessibility

The Vendor shall, in its performance of the Framework Agreement, comply with all applicable requirements, specifications and standards for Accessibility established in accordance with the HRC, the ODA,and the AODA, any regulations made thereto and any direction from Supply Ontario. The Vendor must meet the Government of Ontario’s requirements on the Government of Ontario’s schedule under the *Integrated Accessibility Standards* Regulation or as directed by Supply Ontario.

# - Representations and Warranties

##### Representations and Warranties of the Vendor

The Vendor makes the following representations and warranties to Supply Ontario and acknowledges that Supply Ontario is relying upon them:

1. the execution, delivery and performance of the Framework Agreement has been or will be duly authorized and constitutes a legal, valid and binding agreement of the Vendor enforceable in accordance with its term;
2. their representatives have the authority to legally bind them to the extent permissible by the Requirements of Law;
3. there is no agreement with any other person which would or will in any way interfere with the rights of Supply Ontario under the Framework Agreement or prevent the Vendor from providing the Deliverables to Buyers as contemplated in the Framework Agreement; and
4. the Vendor shall perform its obligations in a professional and competent manner and in accordance with the Framework Agreement, Purchasing Documents, Industry Standards and Requirements of Law.

##### Representations and Warranties of Supply Ontario

Supply Ontario represents and warrants that:

1. the execution, delivery and performance of the Framework Agreement has been or will be duly authorized; and
2. the Framework Agreement constitutes or will constitute a legal, valid and binding agreement of Supply Ontario enforceable in accordance with its terms.

# - Confidential Information

##### Confidentiality and Promotion Restrictions

Any publicity or publications related to the Framework Agreement shall be at the sole discretion of Supply Ontario. Supply Ontario may, in its discretion, acknowledge that the Vendor is a vendor under the Vendor of Record Arrangement. The Vendor shall not make use of its association with Supply Ontario without the prior written consent of Supply Ontario. Without limiting the generality of this section, the Vendor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Framework Agreement, unless it has first obtained the express written authorization to do so from Supply Ontario.

##### Confidential Information

During and following the Framework Agreement Term, the receiving Party of Confidential Information shall: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those Personnel who have a need to know it for the purpose of performing their obligations under the Framework Agreement and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of performing its obligations under the Framework Agreement, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the disclosing Party and (ii) in respect of any Confidential Information about any third-party, the written consent of such third-party; (d) provide Confidential Information to the disclosing Party on demand; and (e) return all of the disclosing Party’s Confidential Information to the disclosing Party before the end of the Framework Agreement Term, with no copy or portion kept by the receiving Party.

##### Restrictions on Copying

The receiving Party of Confidential Information shall not copy any of the disclosing Party’s Confidential Information, in whole or in part, unless copying is essential for the purposes of the Framework Agreement. On each copy made by the receiving Party, the receiving Party must reproduce all notices which appear on the original.

##### Injunctive and Other Relief

The receiving Party acknowledges that breach of any provisions of this Article may cause irreparable harm to the disclosing Party or to any third-party to whom the disclosing Party owes a duty of confidence, and that the injury to the disclosing Party or to any third-party may be difficult to calculate and inadequately compensable in damages. The receiving Party agrees that the disclosing Party is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

##### Notice and Protective Order

If the receiving Party or any of the receiving Party’s Personnel become legally compelled to disclose any of the disclosing Party’s Confidential Information, the receiving Party will provide the disclosing Party with prompt notice to that effect, to the extent reasonably practicable, in order to allow the disclosing Party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the disclosing Party and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the receiving Party will disclose only that portion of the disclosing Party’s Confidential Information which the Vendor is legally compelled to disclose, only to such Person or Persons to which the receiving Party is legally compelled to disclose, and the receiving Party shall provide notice to each such recipient (in co-operation with legal counsel for the disclosing Party) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Framework Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Confidential Information subject to those terms and conditions.

##### Survival

The provisions of this Article shall survive any termination or expiry of the Framework Agreement.

# – PRIVACY STATUTES

##### Records and Compliance

Privacy Statutes applies to and governs all Records and may require the disclosure of such Records to third parties. The Vendor agrees:

1. to keep Records secure;
2. to provide Records to Supply Ontario within seven (7) calendar days of being directed to do so by Supply Ontario for any reason including an access request or privacy issue;
3. not to access any Personal Information unless Supply Ontario determines, in its sole discretion, that access is permitted under Privacy Statutes and is necessary to perform its obligations under the Framework Agreement;
4. not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by Supply Ontario;
5. to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
6. to restrict access to Personal Information to those of the Vendor’s Personnel who have a need to know it for the purpose of performing their obligations under the Framework Agreement and who have been specifically authorized by the Supply Ontario Representative to have such access for the purpose of performing their obligations under the Framework Agreement;
7. to implement other specific security measures that, in the reasonable opinion of Supply Ontario, would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Personal Information and Records generally; and
8. that any information, including confidential information supplied by the Vendor to Supply Ontario is subject to Privacy Statutes and may be disclosed by Supply Ontario where it is obligated to do so under Privacy Statutes, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this section shall prevail over any inconsistent provisions in the Framework Agreement.

##### Security

The Vendor shall implement, maintain and update the appropriate controls, policies and information systems to protect Confidential Information (including Personal Information) and to detect and notify at the first reasonable opportunity of any Security Incidents and Privacy Breaches. Furthermore, the Vendor agrees to:

1. notify Supply Ontario of any actual or suspected Security Incident or Privacy Breach within 24 hours of such occurence;
2. investigate the Security Incident or Privacy Breach;
3. take reasonable steps to mitigate the effects of such Security Incident or Privacy Breach;
4. minimize any damage resulting from the Security Incident or Privacy Breach and prevent a reoccurrence;
5. cooperate with Supply Ontario (and the appropriate privacy commissioner in accordance with Privacy Statutes) by providing any additional details about the Security Incident or Privacy Breach that Supply Ontario may require as information regarding the Security Incident or Privacy Breach is collected or otherwise reasonably becomes available; and
6. provide Supply Ontario with a written report setting out, at a minimum (i) a description of the nature and reasonably anticipated consequences of the Security Incident or Privacy Breach; (ii) the measures taken to mitigate any possible damage and adverse effects and prevent a recurrence; and, (iii) a description of the types of information that were the subject of the Security Incident or Privacy Breach.

##### Threat Risk and Privacy Impact Assessments

Whenever required by Supply Ontario, the Vendor will conduct threat risk assessments and privacy impact assessments with respect to the performance or provision of the Deliverables. The Vendor, at its own expense, shall co-operate with Supply Ontario and its authorized representatives in the successful completion of such assessments and shall implement such remedial actions and recommendations respecting additional security requirements, procedures and standards in the performance or provision of the Deliverables as may arise from any such assessments.

##### Survival

The provisions of this Article shall survive any termination or expiry of the Framework Agreement.

# - Resolution of Disputes

# Escalation Process

Without limiting the right of Supply Ontario to exercise immediately the termination and suspension rights set out in the Framework Agreement without first following the escalation process set out in this section, the following escalation process shall apply:

1. First Instance – If any Dispute arises, the Vendor Representative and the Supply Ontario Representative shall meet to resolve the Dispute. If the Dispute cannot be resolved within fifteen (15) Business Days, Supply Ontario may issue a rectification notice to the Vendor or the matter will be referred to an executive of each Party for resolution. An “executive” shall be an individual who can make a final decision on behalf of the Party.
2. Referral to Executives – Upon the Dispute being referred to executives of each Party, the executives shall meet in order to provide each other with all non-privileged information with respect to the Dispute which is appropriate and relevant to its resolution. The executives shall negotiate in good faith in an effort to resolve the Dispute. If the executives are unable resolve the Dispute within fifteen (15) Business Days of the matter being referred to them, either Party may bring a Proceeding to have the matter resolved by a court.

# - Indemnity

##### No Indemnity by Supply Ontario

Notwithstanding anything else in the Framework Agreement, any express or implied reference in any document (including subcontracts) to Supply Ontario providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Supply Ontario, whether at the time of execution of the Framework Agreement or at any time during the Framework Agreement Term, shall be void and of no legal effect.

##### Vendor Indemnity

The Vendor shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with:

1. anything done or omitted to be done by the Vendor or the Vendor’s Personnel in the course of the performance of the Vendor’s obligations under the Framework Agreement or otherwise in connection with the Framework Agreement; and
2. a Purchasing Document to which Supply Ontario is not the Buyer.

##### Vendor Participation in Proceedings

The Vendor shall, at its expense, to the extent requested by Supply Ontario, participate in or conduct the defence of any Proceeding against any Indemnified Parties and any negotiations for their settlement. Supply Ontario may elect to participate in or conduct the defence of any such Proceeding by notifying the Vendor in writing of such election without prejudice to any other rights or remedies of Supply Ontario under the Framework Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other’s counsel. The Vendor shall not enter into any settlement unless it has obtained the prior written approval of Supply Ontario. If the Vendor is requested by Supply Ontario to participate in or conduct the defence of any such Proceeding, Supply Ontario agrees to co-operate with and assist the Vendor to the fullest extent possible in the Proceedings and any related settlement negotiations. If Supply Ontario conducts the defence of any such Proceedings, the Vendor agrees to co-operate with and assist Supply Ontario to the fullest extent possible in the Proceedings and any related settlement negotiations.

##### Survival

The provisions of this Article shall survive any termination or expiry of the Framework Agreement.

# - Insurance

##### Vendor’s Insurance

The Vendor agrees to put in effect and maintain, at its own cost and expense, insurance with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, and include all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, the following:

1. Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount prescribed in the Framework Agreement Details (unless such amount is not prescribed in which case it will be $2,000,000) per occurrence, and products and completed operations aggregate of not less than the amount prescribed in the Framework Agreement Details (unless such amount is not prescribed in which case it will be $2,000,000). The policy is to include the endorsements prescribed in the Framework Agreement Details. The policy shall remain in full force and effect for the duration of the Framework Agreement Term and until the last Purchasing Document terminates or expires.
2. Errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in Purchasing Documents, in the amount of not less than the amount prescribed in the Framework Agreement Details (unless such amount is not prescribed in which case it will be $2,000,000) per claim and in the annual aggregate. The policy shall remain in full force and effect for a period starting from the effective date of the first Purchasing Document until twelve (12) months following termination or expiry of the last Purchasing Document.
3. Cyber liability coverage in an amount of not less than the amount prescribed in the Framework Agreement Details (unless such amount is not prescribed in which case it will be $2,000,000) per claim including third party limits of liability for network security breaches and privacy breach liability, and first party coverage for breach response services, and extended to include the failure to adequately protect confidential information including but not limited to personal (customer and employee) and corporate information. The policy shall remain in full force and effect for a period starting from the effective date of the first Purchasing Document until twelve (12) months following termination or expiry of the last Purchasing Document.

The insurance must include the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Vendor’s obligations under, or otherwise in connection with, the Framework Agreement and each Purchasing Document.

This section shall survive the termination or expiry of the Framework Agreement.

##### Proof of Insurance

The Vendor shall provide Supply Ontario with certificates of insurance, or other proof as may be requested by Supply Ontario, that confirms the insurance coverage as provided for in Section 14.01 (Vendor’s Insurance). The Vendor shall provide renewal replacements to Supply Ontario on or before the expiry of any such insurance. Upon the request of Supply Ontario, a copy of each insurance policy shall be made available to it. The Vendor shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

##### Proof of W.S.I.A Coverage

If the Vendor is subject to the WSIA, it shall submit a valid clearance certificate of WSIA coverage to Supply Ontario prior to the execution of the Framework Agreement by Supply Ontario. In addition, the Vendor shall, from time to time at the request of Supply Ontario, provide additional WSIA clearance certificates. The Vendor covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Framework Agreement Term, under the WSIA, failing which Supply Ontario shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Framework Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Vendor or its Subcontractors and to deduct such amount from any amount due and owing from time to time to the Vendor together with all costs incurred in connection therewith.

# - Limitation of Liability

# Limitation of Liability of Supply Ontario

Except for a breach of Article 10 (Confidential Information), Supply Ontario shall have no liability to the Vendor arising out of or in connection with the Framework Agreement.

For certainty and without limiting the generality of the foregoing, Supply Ontario shall not be liable for: (a) the purchase of any Deliverables; or (b) the performance of any obligation under a Purchasing Document between the Vendor and any Buyer, including any payment obligations thereunder; and Supply Ontario hereby disclaims any and all such liability relating thereto. This section shall survive the termination or expiry of the Framework Agreement.

# - Term, Extension and Termination

##### Framework Agreement Term

The Framework Agreement shall be in effect from and including the Framework Agreement Effective Date and shall remain in force until and including the Framework Agreement Expiry Date, unless terminated earlier in accordance with the terms of this Framework Agreement or unless extended by Supply Ontario in accordance with Section 16.02 (Extension of Framework Agreement).

##### Extension of Framework Agreement

Supply Ontario shall have the option, in its sole discretion, to extend the Framework Agreement Term on the same terms and conditions (excluding any option to further extend this Framework Agreement during the extension period) for an additional period or periods as may be set out in the Framework Agreement Details. The option to extend the Framework Agreement Term shall be exercisable by Supply Ontario upon at least sixty (60) days written notice to the Vendor before the expiry of the Framework Agreement Expiry Date.

##### Immediate Termination of Framework Agreement

Supply Ontario may immediately terminate the Framework Agreement upon giving notice to the Vendor where:

1. the Vendor breaches multiple Purchasing Documents with one or more Buyers;
2. the Vendor is suspended more than once pursuant to the Vendor Performance Management process;
3. the Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor’s insolvency;
4. the Vendor’s breach of any representations and warranties;
5. the Vendor breaches Section 3.07 (Conflict of Interest);
6. the Vendor breaches any provision in Section 3.08 (Security Clearance);
7. the Vendor breaches any provision in Article 10 (Confidentiality);
8. the Vendor breaches any provision in Article 11 (Privacy Statutes);
9. the Vendor breaches any provision of Schedule “I” (Mandatory Provisions Schedule);
10. the Vendor, prior to or after executing the Framework Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to Supply Ontario;
11. the Vendor undergoes a change in control which adversely affects the Vendor’s ability to satisfy some or all of its obligations under the Framework Agreement;
12. the Vendor subcontracts or assigns the Framework Agreement without first obtaining the written approval of Supply Ontario; or
13. the Vendor’s acts or omissions constitute a substantial failure of performance.

##### Dispute Resolution by Rectification Notice

Subject to the above section, where the Vendor fails to comply with any of its obligations under the Framework Agreement, Supply Ontario may issue a rectification notice to the Vendor setting out the manner and timeframe for rectification. Within such number of calendar days specified in the Framework Agreement Details after receipt of that notice (or, if such number of days is not specified in the Framework Agreement Details, five (5) Business Days of receipt of that notice), the Vendor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to Supply Ontario. If the Vendor fails to either comply with that rectification notice or provide a satisfactory rectification plan, Supply Ontario may immediately terminate the Framework Agreement. Where the Vendor has been given a prior rectification notice, the same subsequent type of non-compliance by the Vendor shall allow Supply Ontario to immediately terminate the Framework Agreement.

##### Termination on Notice

Supply Ontario reserves the right to terminate the Framework Agreement, without cause, upon providing notice to the Vendor at least such number of calendar days specified in the Framework Agreement Details prior to the effective date of termination (or, if such number of days are not specified in the Framework Agreement Details, thirty (30) calendar days prior to the effective date of termination).

##### Vendor’s Obligation on Termination

On termination of the Framework Agreement, the Vendor shall:

1. provide Supply Ontario with a report detailing: (i) the current state of the provision of Deliverables by the Vendor under all Purchasing Documents at the date of termination; and (ii) any other information requested by Supply Ontario pertaining to the provision of Deliverables and performance of the Framework Agreement;
2. execute such documentation as may be required by Supply Ontario to give effect to the termination of the Framework Agreement; and
3. comply with any other instructions provided by Supply Ontario, including, but not limited to, instructions for facilitating the transfer of its obligations to another Person.

This section shall survive any termination of the Framework Agreement.

##### Termination and Expiry Does Not Terminate Purchasing Documents

The termination or expiry of the Framework Agreement does not terminate Purchasing Documents then in effect, but Buyers may, subject to the terms of the applicable Purchasing Document, choose to terminate its Purchasing Documents early with the Vendor as a result of the termination of the Framework Agreement. This section shall survive the termination or expiry of the Framework Agreement.

# - General Terms and Conditions

##### Contract Binding

The Framework Agreement shall enure to the benefit of and be binding upon the Parties thereto and their successors, executors, administrators and their permitted assigns.

##### Changes by Written Amendment Only

Any changes to the Framework Agreement shall be by written amendment signed by the Parties.

##### Entire Agreement

The Framework Agreement embodies the entire agreement between the Parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the Parties at the date of execution of the Framework Agreement.

##### Severability

If any term or condition of the Framework Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Framework Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

##### Interpretive Value of Headings

The headings in the Framework Agreement are for convenience of reference only and in no manner modify, interpret or construe the Framework Agreement.

##### Force Majeure

No Party shall (i) be liable for Losses, (ii) lose any rights hereunder, or (iii) be deemed to be in breach of the Framework Agreement for any delay or failure to perform its obligations under the Framework Agreement where such delay or failure is caused by an event beyond its reasonable control. An event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Framework Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, force majeure events shall include, but are not limited to, natural disasters, pandemics, acts of war, insurrection, and terrorism but shall not include shortages or delays relating to supplies or services.

If a Party seeks to excuse itself from its obligations under the Framework Agreement due to a force majeure event, that party shall (i) immediately notify the other party in writing of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance; and (ii) within five (5) Business Days of providing notice of such delay or non-performance, provide a written plan to the other party setting out strategies to minimize the event’s impact and reduce delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Framework Agreement by giving notice of termination.

##### Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email. Notice to Supply Ontario shall be addressed to the Supply Ontario Address to the attention of the Supply Ontario Representative. Notices to the Vendor shall be addressed to the Vendor Address to the attention of the Vendor Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email, one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or email. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

##### Currency

All references to currency in the Framework Agreement shall be to Canadian dollars.

##### Governing Law

The Framework Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.